

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN (RDOS)
REQUEST FOR PROPOSALS**

**FOR THE DESIGN/BUILD OF AN OUTDOOR
BASKETBALL COURT**

ISSUE DATE: July 23rd, 2024

CLOSING DATE: August 20th, 2024 @ 2:00 PM, Local Time

**REQUEST FOR PROPOSALS
DESIGN/BUILD OUTDOOR BASKETBALL COURT**

Summary

The Regional District of Okanagan-Similkameen (RDOS) is seeking proposals from qualified Contractors to design and construct a full size, outdoor basketball court which conforms to the requirements set out in Part B (the services). The work is subject to a land transfer agreement between the Town of Oliver and the RDOS. The successful Respondent shall apply for the necessary permitting.

Three (3) photographs depicting the site location for the basketball court have been included in the appendices.

This RFP document describes the services sought by the RDOS and sets out the RDOS's RFP process, basic proposal requirement and the evaluation criteria the RDOS intends to use to select a preferred Respondent.

Respondents are encouraged to use innovation to provide a proposal that meets the needs of the Regional District and adds additional value to the project.

Proposals may be submitted to:

**Regional District of Okanagan-Similkameen,
C/o Mike Ummenhofer, Procurement Manager,
101 Martin Street, Penticton BC V2A 5J9**

Up to 2:00pm local time on the closing date.

Proposals may also be sent electronically to the following email address:

mummenhofer@rdos.bc.ca

Questions will not be accepted or answered after, August 12t, 2024 @ 2:00 PM.

*** PROPOSALS WILL NOT BE OPENED IN PUBLIC ***

In order to submit a response to this RFP, the Respondent MUST be registered as a Plan taker on the BC BID Website:

<https://www.bcbid.gov.bc.ca/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>

Only by being registered, can a Respondent be certain to receive addenda notifications.

It is the Respondent's (Plan taker's) responsibility to acknowledge all Addenda.

REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
REQUEST FOR PROPOSALS
Design/Build Full Size, Outdoor Basketball Court

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RFP – CONTENTS:

This Request for Proposals (the “RFP”) is organized into the following parts:

- **Part A-** Background
- **Part B:** The Services – full details of the consulting Services required
- **Part C:** The RFP Process – the process for submissions, evaluation and award of the Contract
- **Part D:** The Contract – the Contract the Regional District will enter into with the selected Contractor
- **Part E:** Sample Forms – Sample forms a Respondent should use to submit the information necessary to evaluate the Respondent.

PART A: BACKGROUND

The proposed location for the new outdoor basketball court is centrally located within the Oliver & District Recreation Complex which includes an arena, community hall, fitness centre, outdoor pool, tennis/pickle ball courts, ball diamonds, children's playground, disc golf course and outdoor band shell. There is ample parking and two washroom buildings on the site making the complex a hub of activity at all times of the day and year and an ideal location for special event hosting. The proposed location had been used for several years as lawn bowling greens, however a significant decline in the number of players over the past 5 years had resulted in the space being used rarely if at all. Basketball is an extremely popular sport in the community and a growing sport within Canada.

Currently, outdoor basketball activities are limited to the hoops located at the elementary schools and secondary schools which are not accessible to the public during school hours and were designed for 3-on-3 play by students 6-12 years of age. The basketball hoops at the secondary school were installed within a busy parking lot so can rarely be used for full court games. In 2019 a set of combination nets (basketball and ball hockey) were removed from Lion's Park to provide additional space for upgrades to the existing skate park. Similarly, the removal of only remaining regulation sized basketball hoop (half court) on public property took place in 2022 during the construction of four new pickle ball courts at the recreation complex. The outcome of this project would be to have a regulation basketball court to add to the overall draw of the recreation complex and that could be used for casual/pick up sport, camps/clinics and tournaments/special events.

There are overhead power lines nearby and underground electrical around the perimeter of the site. Underground irrigation exists throughout the location. Mature trees surround the area and the owner would like to see protection of these trees during construction to maintain the cooling effect and aesthetics that the trees bring to the site.

PART B: THE SERVICES

1.0 SCOPE OF RFP

The scope of work shall include be not be limited to the following:

- Provide a design for a 100'x55' Full Size Basketball court
- Remove existing lawn bowling green (128' x 62') and fencing
- Disposal of all removed material
- Fine grade and compact entire area, subgrade for new paving ensuring proper drainage
- Supply & Install asphalt surface for 100'x55' court
- Specify and apply layers of acrylic colour coatings and clear under coatings (a phased approach may be necessary for this step of the project to ensure conditions are ideal when applying the coatings. Late spring 2025 is acceptable)
- Supply & Install basketball posts and hoops with tempered glass backboards
- Mark regulation basketball playing lines
- Supply & Install 10' black chain-link fencing complete with two (2) self-closing gates
- Sports lighting for evening play should be included as an optional price
- Innovations to allow for multisport use (i.e. ball hockey and lacrosse) may be included as an optional price

PART C: RFP PROCESS

2.0 GENERAL INFORMATION

2.1 Timeline

The basketball design and construction must be completed and delivered to the RDOS November 1, 2024. Key milestone dates are identified in Figure 1. These dates may change as the work unfolds.

**Figure 1
Milestone Dates**

Milestone	Date
Request for Proposal Issued	July 23 rd , 2024
Closing Date	August 20 th , 2024
Contract/Purchase Order executed	August 30 th , 2024
Work to begin	September 3, 2024
Substantial completion (if applicable)	October 18 th , 2024
Work to be completed	November 1, 2024

2.2 Budget

The Regional District has budgeted a maximum of \$100,000, (Taxes included) for the completion of the basketball court.

2.3 Form of Services Contract

The basic form of contract the Regional District proposes to enter for the Contractor services is attached as Part D of this RFP. The Regional District may require modifications to the form of contract in order to address the specific requirements of this RFP, the content of the preferred proposal and subsequent negotiations.

2.4 No Contractual Obligations as a Result of RFP or Proposal

This is a request for proposals only, and not a call for tenders or request for binding offers. Nothing in this RFP is intended to constitute an offer of any kind by the Regional District and no contractual obligations whatsoever (including "Contract A") shall arise as a result of the submission of a proposal in response to this RFP.

SUBMISSION REQUIREMENTS

3.0 PROPOSAL CONTENT

3.1 Covering Letter

A covering letter signed by an authorized representative of the Respondent, outlining the proposal and stating that the information contained in the proposal **accurately describes the services to be provided.**

3.2 Respondent Team:

A list of the individuals forming part of the Respondent's team that is to provide the requested Respondent services, including a description of each individual's role and a copy

3.3 Scheduling

The proposal shall include a schedule for the delivery of the project which will work within the Milestone Dates provided in figure 1, page 8.

3.4 Fees & Disbursements

The proposal will set out all fees and costs to be charged to the Regional District in order to complete the extreme heat assessment and response plan. Please refer to Price Table 1.

3.5 Forms Provided in Part E

Respondents shall complete and include all forms provided in part E

4.0 INSTRUCTIONS TO RESPONDENTS

4.1 Questions Regarding this RFP:

Any question a Respondent has related to this RFP process must be submitted to the RDOS in writing. Questions regarding this RFP must not be submitted to the RDOS via any other method. Answers to questions received will be provided either directly to the Respondent or via an addendum to all Respondents, through the BC Bid System. Information obtained from any source other than the RDOS through the BC Bid System is unofficial and must not be relied upon as part of this RFP.

All questions regarding this RFP must be submitted prior to the 'Deadline for Questions' detailed under Section 3.2 of this RFP. Questions received after the Deadline for Questions will be addressed if time permits.

The Respondent is solely responsible for seeking any clarification required regarding this RFP, and the RDOS shall not be held responsible for any misunderstanding by the Respondent.

4.2 Timetable:

This RFP process will run to the following timetable. This timetable may be amended at the RDOS's discretion through the issuance of addenda to this RFP.

Event:	Date:
Issue Date of this RFP	July 23 rd , 2024
Deadline for Questions	August 12 th , 2024 @ 2:00 PM, Local Time
Last Day for Issue of Addenda	August 14 th , 2024
RFP Closing Date and Time:	August 20 th , 2024 @ 2:00 PM, Local Time
Project Award (estimated)	August 30 th , 2024

Proposals may be submitted by hand to:

Mike Ummenhofer, Procurement Manager
Regional District of Okanagan Similkameen,
Reception, 101 Martin Street, Penticton BC V2A 5J9
Up to 2:00pm local time on the closing date.


Proposals may also be sent electronically to the following email address:

mummenhofer@rdos.bc.ca

Please Note: Respondents are cautioned that the timing of their proposal submission is based on when the Proposal is received by the Regional District. Proposals submissions can be delayed due to file size, transmission speed and other factors. For this reason, it is recommended that the Respondent(s) allow sufficient time to deliver or email their Proposal, including all attachments and other submission details.

The RDOS assumes no responsibility for the receipt of Proposals where the instructions detailed above have not been complied with.

4.3 Definitions Used in this RFP:

	The following are definitions used in this RFP document. Whenever one of the following terms is used with a capitalized first letter, the term shall have the meaning as set out below.
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“Addenda” or “Addendum” means additional information or amendments to this RFP, issued by the RDOS in accordance with Section 3.2 Timetable.

“Contract” means a written contract for the provision of the Extreme Heat Assessment and Response Plan Services that may result from this RFP, executed between the RDOS and the successful Respondent.

“Proposal” means a Proposal submitted by a Respondent in response to this RFP.

. “RDOS” means the Regional District of Okanagan Similkameen.

“Respondent” means a person or entity that submits a Proposal to this RFP.

“RFP” means this Request for Proposals (Extreme Heat Assessment and Response plan), including all forms.

“RFP Closing Date and Time” means the date and time that Proposals to this RFP must be received by in accordance with Section 3.2. The time will be determined by the RDOS web clock.

“Section” means the numbered section of the referenced part of this RFP.

“Services” means the services which the RDOS seeks to be provided by the successful Respondent, as outlined in schedule A.

“Sub-Contractor” means a person, partnership, firm or corporation that the Respondent proposes to contract with to deliver part of the Services, in a subordinate relationship to the Respondent.

4.4 Amendment of a Proposal by Respondent:

A Respondent may amend a Proposal at any time up until the RFP Closing Date and Time. Amendments may be submitted in the same way as the original Proposal, as detailed in Section 3.2 of this RFP.

4.5 Withdrawal of a Proposal by Respondent:

A Respondent may withdraw a Proposal that is already submitted at any time throughout the RFP process, including after the Closing Date and Time. To withdraw a Proposal before the Closing Date and Time, the Respondent must contact the RDOS in writing in the same manner as the original submission. To withdraw a Proposal after the Closing Date and Time, the Respondent shall submit a request in writing to:

Attention:

Mike Ummenhofer, Procurement Manager

Regional District of Okanagan-Similkameen 101 Martin Street

Penticton, B.C. V2A 5J9

AND/OR

mummenhofer@rdos.bc.ca

Addenda Issued by RDOS:

This RFP may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Closing Date and Time, the RDOS may issue an Addendum in order to amend, clarify, or answer questions to this RFP. Each Addendum will be issued through the BC Bid portal. Each Addendum will form an integral part of this RFP. Respondents are solely responsible for checking for Addenda up until the Closing Date and Time. If the RDOS deems it necessary to issue an Addendum after the Last Day for Issue of Addenda, as detailed in Section 3.2, then the RDOS may extend the RFP Closing Date and Time in order to provide Respondents with more time to complete their Proposal.

Respondents are required to acknowledge any and all addenda issued by the RDOS, using the Addenda Acknowledgement form, on page 35 to be included with the Respondent's submission.

Send general and technical enquiries to:

Mike Ummenhofer, Procurement Manager

Email: mummenhofer@rdos.bc.ca

and

Carol Sheridan, Director of Recreation, Town of Oliver

Email: csheridan@oliver.ca

5.0 EVALUATION OF PROPOSALS & AWARD OF CONTRACT:

The RDOS will conduct the evaluation of Proposals and selection of a successful Respondent in accordance with the process detailed in this Section. Evaluation of Proposals will be by an evaluation committee which may include RDOS employees and/or Contractors. The RDOS's intent is to enter into a Contract with the Respondent who has met all mandatory criteria and who has the highest overall ranking based, on this evaluation process.

5.1 Mandatory Criteria:

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration in the evaluation process.

Mandatory Criteria:
The Proposal must be received by the RFP Closing Date and Time, in accordance with the requirements of Section 3.2 and must include the following: Price form pages 29-30 Methodology form page 31 Experience form pages 32-34 Schedule Form 35 Addenda Acknowledgement form page 36 Subcontractors Form 37 Exceptions to contract form page 38 Conflict of interest form page 39

5.2 Scored Criteria:

Only proposals that meet all of the Mandatory Criteria will be accessed further using the following scored criteria:

EVALUATION SCORE SHEET

PROJECT: DESIGN/BUILD OUTDOOR BASKETBALL COURT		POOR	MARGINAL	FAIR	GOOD	OUTSTANDING	TOTAL OF 100
RESPONDENT:							
CRITERIA	WEIGHT	0.4	0.5	0.7	0.9	1	MAX PTS 100
Methodology/Design - Clear understanding of project scope, challenges and solutions required -Design Details - work plan which meets or exceeds the Regional District's needs - creativity in solutions provided - demonstration of any "value added service" the Respondent provides	30						
Contractor Experience - Respondent demonstrates experience on projects with similar scope and needs - qualification and experience - skills of proposed team members - sub-Contractor experience, skills and qualifications	30						
Schedule to complete project	15						
Price	10						
References	15						
EVALUATION TOTAL:							

5.3 Scoring Method:

The following method will be used to score the criteria:

Price: Price will be scored relative to other Respondents using the following formula:

$$\text{Lowest Price} \div \text{Respondent's Price} \times \text{Weighting} = \text{Score}$$

Other Criteria: All other criteria (except Price) will be scored by the evaluation committee, which will then be multiplied by the Weighting factor to provide a total weighted score out of 100 which includes price.

5.4 Clarifications & Remedy Period:

Notwithstanding the requirements for mandatory criteria and scored criteria detailed above, the RDOS will allow the following remedies and clarifications at its sole discretion:

- Remedy for missing submission requirements: If the RDOS finds that a Proposal fails to meet all of the submission requirements required of this RFP, then the RDOS may provide written notification to a Respondent which identifies the requirements not met and provides the Respondent with 48 hours to remedy and supply the requirements. The 48 hours shall commence upon notification by the RDOS to the Respondent. This option to remedy missing requirements shall not apply to Proposals not received by the RFP Closing Date and Time.
- Clarification of Proposals: During evaluation of the scored criteria, the RDOS may at its sole option, request further details or clarification from the Respondent and/or third parties, on aspects of a Proposal by way of a written request for clarification. The written request shall clearly state the required clarification and time limit to supply the information requested. Following receipt of the clarification information, the RDOS may use this information to reassess and/or re-score the Proposal according to the scored criteria.

5.5 Ranking of Respondents:

Following completion of the evaluation against the scored criteria, the weighted scores for each Proposal will be added together, and Proposals will be ranked according to their total weighted scores. The Respondent with the highest-ranked Proposal will be invited to conclude a Contract with the RDOS. In the event that two or more Proposals have an equal total weighted-score, then the Respondent with the Lowest Total Price will be invited to enter into a Contract with the RDOS.

5.6 Conclusion and Execution of a Contract:

Neither the RDOS nor any Respondent will be legally bound until the execution of a written Contract or issuance of a Purchase Order. Following an invitation to a Respondent, by the RDOS, to conclude a Contract, it is expected that the RDOS and that Respondent would enter into discussions which may include, among other things:

- Clarification or amendment to the requirements, plus any resulting price adjustments, based on items submitted in the Proposal.
- Amendments to the terms and conditions, based on items submitted in the Proposal.

The RDOS would seek to execute a Contract within 10 days of issuing an invitation to the Respondent to conclude a Contract. If the RDOS and the Respondent do not, for any reason, execute a Contract within this time-period, the RDOS may discontinue the process with that Respondent and invite the Respondent with the next-highest-ranked Proposal to conclude a Contract. The RDOS may then continue this process until a Contract is executed, or there are no further Respondents, or the RDOS otherwise elects to cancel the RFP process entirely. For clarity, the RDOS may discontinue discussions with a Respondent if at any time the RDOS is of the view that it will not be able to conclude a Contract with that Respondent.

6.0 OTHER TERMS & CONDITIONS OF THIS RFP PROCESS:

The following terms and conditions shall also apply to this RFP:

Proposals in English:

All Proposals are to be in the English language only.

6.1 Only One Entity as Respondent:

The RDOS will accept Proposals where more than one organization or individual is proposed to deliver the service, so long as the Proposal identifies only one entity that will be the lead entity and will be the Respondent with the sole responsibility to perform the Contract if executed. Any other entity involved in delivering the Service should be listed as a Sub-Contractor. The Respondent may include the Sub-Contractor and its resources as part of the Proposal and the RDOS will accept this, as presented in the Proposal, in order to perform the evaluation. All Sub-Contractors to be used in the Service must be clearly identified in the Proposal.

6.2 Proposals to Contain All Content in Prescribed Forms:

All information that Respondents wish to be evaluated must be contained within the submitted Proposal. Proposals should not reference external content in other documents or websites. The RDOS may not consider any information which is not submitted within the Proposal or within the pre-prescribed forms set-out in this RFP.

6.3 References and Experience:

In evaluating a Respondent's experience, as per the scored criteria, the RDOS may consider information provided by the Respondent's clients on the projects submitted in the Proposal, and may also consider the RDOS's own experience with the Respondent.

6.4 RFP Scope of Work is an Estimate Only:

While the RDOS has made every effort to ensure the accuracy of the requirements and/or Services described in this RFP, the RDOS makes no guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Services. Respondents must obtain all information they deem necessary, including verification of quantities or measurements in order to complete a Proposal.

6.5 Respondent's Expenses:

Respondents are solely responsible for their own expenses in participating in this RFP process, including costs in preparing a Proposal and for subsequent finalizations of an agreement with the RDOS, if required. The RDOS will not be liable to any Respondent for any claims, whether for costs, expenses, damages or losses incurred by the Respondent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any matter whatsoever.

6.6 Retention of Proposals and FOIPPA:

Proposals submitted to the RDOS will not be returned and will be retained by the RDOS and shall become the property of the RDOS upon submission. Respondents should note that the RDOS may choose to make public any part of this Proposal, or any Proposal and any executed contract-- including the Contractors name and total contract price-- and further that, regardless of whether and the extent to which the RDOS elects to make anything available to the public, the RDOS would be required to disclose all or part of a Proposal or the executed contract pursuant to a request for disclosure under the Freedom of Information and Privacy Act (FOIPPA). Respondents should be aware of and review the RDOS's obligations under FOIPPA and the RDOS's limited ability to refuse to disclose third party information pursuant to Section 21 of FOIPPA.

6.7 Notification and Feedback to Unsuccessful Respondents:

Notification of awards shall be made via the BC Bid portal. Unsuccessful Respondents may then request a feedback email or telephone call with an RDOS representative in order to obtain feedback on how their Proposal fared in the evaluation. Such requests for feedback must be made within 30 days of notification of the RFP results. Details of feedback provided will be at the RDOS's sole discretion in order to protect the confidentiality of other Respondents and the RDOS's commercial interest.

6.8 Conflict of Interest:

All Respondents must disclose an actual or potential conflict of interest, by completing the Conflict-of-Interest form, included on page 44 that are requested of Respondents when submitting a Proposal. The RDOS may, at its sole discretion, disqualify any Respondent from this RFP process, if it determines that the Respondent's conduct, situation, relationship (including relationships of the Respondent's employees and RDOS employees) create or could be perceived to create a conflict of interest.

6.9 Rescind or Terminate Contract:

The RDOS may rescind or terminate a Contract entered into if it subsequently determines that the Respondent failed to declare an actual or potential conflict of interest during this RFP process.

6.10 Confidentiality:

All information provided to Respondents by the RDOS as part of this RFP process is the sole property of the RDOS and must not be disclosed further without the written permission of the RDOS.

6.11 No Contract A and No Claims:

This RFP process is not intended to create binding offers and no contractual obligations whatsoever (including what is commonly referred to as 'Contract A') shall arise between the RDOS and any Respondent upon the submission of a Proposal in response to this RFP. For extra clarity, both the Respondent and the RDOS are free to cancel their participation in this RFP process at any time up until the execution of a written Contract or issuance of a Purchase Order by the Regional District for the Services.

Without limiting the above paragraph, no Respondent shall have any claim whatsoever against the RDOS for any damage or other loss resulting from a Respondent's participation in this RFP, including where the RDOS does not comply with any aspect of this RFP as well as any claim for loss of profits or Proposal preparation costs should the RDOS not execute a Contract with the Respondent for any reason whatsoever.

6.12 Right to Cancel RFP:

Although the RDOS fully intends to conclude a Contract as a result of this RFP, the RDOS may at its sole discretion, cancel or amend this RFP process at any time without any liability to any Respondent.

6.13 Governing Law and Trade Agreements:

This RFP is governed by the laws of the Province of British Columbia and any other agreements which exist between the Province of British Columbia and other jurisdiction.

PART D – SERVICES CONTRACT EXAMPLE

SERVICES CONTRACT “EXAMPLE”

THIS AGREEMENT dated the _____ day of _____, 202_.

BETWEEN: REGIONAL DISTRICT OF OKANAGAN-SIMILIKAMEEN

101 Martin St
PENTICTON, BC V2A 5J9
(the “Regional District”)

AND: COMPANY

Address
Address
(the “Contractor”)

GIVEN THAT the Regional District wishes to engage the Contractor to provide certain services to the Regional District and the Contractor wishes to contract with the Regional District to provide such services to the Regional District, THIS AGREEMENT is evidence that in consideration of \$1.00 paid by each party to the other, and other good and valuable consideration, (the receipt and sufficiency each party acknowledges), the Regional District and the Contractor agree as follows:

1.0 Definitions

In this Agreement, in addition to the words defined above,

“Contractor’s Proposal” means the Contractor's written proposal to the Regional District for performance of the Services, dated _____, a copy of which is attached.

“Regional District Representative” means _____ or such other person as the Regional District may appoint in writing.

“Governmental Approvals” means any licenses, permits, consents, authorizations, certificates, operating certificates and other approvals of any kind from any Governmental Authority that are required for or in connection with the performance of the Services.

“Governmental Authority” means any federal, provincial, local or other government or governmental agency, authority, board, bureau or commission.

“Personnel” means any individuals identified by name in the Contractor’s Quotation and any individuals employed or otherwise engaged by the Contractor to perform the Services with the prior consent of the Regional District;

“RFP” means the Request for Proposals for the services issued by the Regional District dated_____.

“Services” means the services and work described in the RFP, including all acts, services and work necessary to achieve the objectives set out in the RFP.

“Specifications” means the specifications and other requirements for the Services set out in the RFP.

“Standards” means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licenses, codes, building codes, covenants, professional standards and specifications (including Canadian Standards Association standards) applicable to the provision of the Services, as they are in force from time to time or in the latest current version, as the case may be.

2.0 Contractor Services

The Contractor shall perform the Services and shall do so in accordance with the Specifications, all Standards and the terms of this Agreement.

The Contractor shall:

- (a) supply all labour, machinery, equipment, tools, supplies, material, labour and other services and things necessary to perform the Services in accordance with this Agreement;
- (b) obtain, maintain in good standing and comply with the terms of all Governmental Approvals;
- (c) perform promptly and safely all of its obligations under this Agreement;
- (d) be just and faithful in the performance of its obligations under this Agreement, in its dealings with the public and in its dealings with the Regional District and the Regional District Representative;
- (e) promptly pay amounts owing to the Regional District under this Agreement when due; and
- (f) pay all costs and expenses whatsoever associated with performing the Services and its other obligations under this Agreement.

Project Scope Modifications

The Contractor is advised that the Regional District may modify elements of the project scope where these modifications are in the best interests of the Regional District. This may include deletion of certain tasks/deliverables, and/or cancellation of the project. The Regional District will ensure the Contractors are paid all eligible fees for works completed to the date of any proposed modification. Where unanticipated delays occur (for any reason) that impact (delay) aspects of the Contractor's work program, the Contractor shall not seek compensation for said delays. Further, no additional works shall be undertaken in relation to this assignment without the prior written approval of Regional District staff.

Term

This Agreement shall commence on _____ and expire on _____.

Contractor Personnel

The Contractor will perform the Services using only the Personnel named in the Contractor's Proposal, unless otherwise approved in writing by the Regional District Representative.

Warranty as to Quality of Services

The Contractor represents and warrants to the Regional District that the Contractor and the Personnel have the education, training, skill, experience and resources necessary to perform the Services in accordance with this Agreement and the Contractor acknowledges and agrees that the Regional District has entered into this Agreement relying on the representations and warranties in this section.

Remuneration & Reimbursement

The Regional District shall pay the Contractor for the performance of the Services as follows:

[Identify fees/disbursements or reference schedule or Contractor's Quotation]

Taxes: The Regional District shall be responsible for paying any goods and services taxes, harmonized sales taxes and provincial sales taxes payable with respect to the provision of the services to the Regional District.

Invoices & Payment: Not more than once each month, the Contractor may deliver an invoice to the Regional District, in respect of the immediately preceding month, setting out the aggregate amount of fees and disbursements claimed for Services performed in that preceding month. The Regional District shall, to the extent the Regional District is satisfied the fees and disbursements are for Services satisfactorily performed by the Contractor, pay the Contractor the fees and disbursements claimed in any invoice delivered in accordance with this section, within 30 days after delivery of such invoice to the Regional District.

Hold Back or Set Off: The Regional District may hold back payment or set off against payment if, in the opinion of the Regional District acting reasonably, the Contractor has failed to comply with any requirements of the Contract.

Regional District's Representative

The Regional District appoints the Regional District Representative as the only person authorized by the Regional District to communicate with the Contractor in respect of this Agreement. The Regional District shall not be bound to the Contractor by communication from any person other than the Regional District Representative.

Indemnity

The Contractor shall indemnify, and save harmless, the Regional District, and its elected and appointed officials, employees, Contractors and agents, from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused by, based upon, occasioned by or attributable to, any willful or negligent act or omission, or other actionable wrong, on the part of the Contractor, its employees, Contractors or agents, connected with the performance or breach of this Agreement by the Contractor. The Contractor's obligations under this section shall survive the expiry or earlier termination of this Agreement.

Workers Compensation

The Contractor shall, at all times, in providing the Services and otherwise performing its obligations under this Agreement, comply with the Workers Compensation Act (British Columbia) and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulation, and, upon request from the Regional District, provide evidence of any required registration under that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

Insurance Requirements

The Contractor shall obtain and maintain during the currency of this Agreement commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the provision of the Services in an amount not less than \$5,000,000.00 per occurrence, or in such a greater amount as may be required by the Regional District Representative from time to time, acting reasonably.

The Contractor shall cause all policies of insurance required to be taken out by it under this Agreement to be with insurance companies satisfactory to the Regional District and to:

- Name the Regional District as additional insured

- Include that the Regional District is protected notwithstanding any act, neglect or misrepresentation by the Contractor which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- Be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
- Be primary and non-contributing with respect to any policies carried by the Regional District and shall provide that any coverage carried by the Regional District is in excess coverage;
- Not be cancelled or materially changed without the insurer providing the Regional District with 30 days written notice stating when such cancellation or change is to be effective;
- Be maintained for a period of 12 months per occurrence;
- Not include a deductible greater than \$5,000.00 per occurrence;
- Include a cross liability clause; and
- Be on other terms acceptable to the Regional District Representative, acting reasonably.

Errors & Omissions Insurance

The Contractor shall, at the Contractor's expense, establish and maintain professional errors and omissions insurance to the following minimum requirements:

Minimum Insurance

Contractor Services for projects:

- not exceeding \$500,000 in value \$1,000,000

Contractor Services for projects

- exceeding \$500,000 in value \$2,000,000

*The Maximum deductible in all categories shall be \$50,000/\$100,000

The Contractor accepts responsibility for the acts and omissions of all Sub-Contractors it may engage in rendering the Service on the Project.

The Contractor's professional errors and omissions insurance shall remain in force for the life of the Project and for twenty-four (24) months after substantial completion, and shall contain the following endorsement to provide the Regional District with prior notice of changes and cancellations.

"The Insurer and the Insured Contractor shall provide written notice to be delivered by hand, or sent by registered mail to the Regional District at least thirty (30) days in advance of the

activation date of any proposed cancellation, change or amendment restricting coverage under this policy”.

Insurance Certificates

The Contractor shall provide the Regional District with certificates of insurance confirming the placement and maintenance of the insurance, promptly after a request to do so from time to time by the Regional District.

Regional District May Insure

If the Contractor fails to insure as required, the Regional District may effect the insurance in the name and at the expense of the Contractor and the Contractor shall promptly repay the Regional District all costs incurred by the Regional District in doing so. For clarity, the Regional District has no obligation to effect such insurance.

Termination at Regional District's Discretion

The Regional District may, in its sole discretion and without reason, terminate this Agreement upon notice to the Contractor. If the Regional District terminates this Agreement under this section, the Contractor shall be entitled to be paid for all Services satisfactorily performed by the Contractor up to the date of such termination in accordance with this Agreement. The Contractor is not entitled to, and irrevocably waives and releases the Regional District from any and all claims for, any damages or compensation for costs incurred, loss of profit or loss of opportunity, directly or indirectly arising out of termination of this Agreement.

Termination for Default

The Regional District may terminate all or any part of, the Services by giving notice of termination to the Contractor, which is effective upon delivery of the notice, if:

- the Contractor breaches this Agreement and the Contractor has not cured the breach, within five days after notice of the breach is given to the Contractor by the Regional District; or
- the Contractor becomes bankrupt or insolvent, a receiving order is made against the Contractor, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Contractor, or the Contractor takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the Regional District, if the Regional District terminates part or all of the Services under this section, the Regional District may arrange, upon such terms and conditions and in such manner as the Regional District considers appropriate, for performance of all or any part of the Services remaining to be completed, and the Contractor shall be liable to the Regional District for any expenses reasonably and necessarily incurred by the Regional District in engaging the services of another person to

perform those Services (including the amount by which the fees, disbursements and other costs payable by the Regional District exceed those that would have been payable to the Contractor for completion of the Services under this Agreement). The Regional District may set off against, and withhold from amounts due to the Contractor, such amounts as the Regional District estimates shall be required to cover the Regional District's costs of correcting any breaches of the Contractor's obligations under this Agreement and to be incurred by the Regional District to complete all or any part of the Services.

Records

The Contractor:

- shall keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the Regional District, which may make copies and take extracts from the accounts and records;
- shall keep reasonably detailed records of performance of the Services, which shall at all reasonable times be open to inspection by the Regional District, which may make copies and take extracts from the records;
- shall afford facilities and access to accounts and records for audit and inspection by the Regional District and shall furnish the Regional District with such information as the Regional District may from time to time require regarding those documents; and
- shall preserve, and keep available for audit and inspection, all records described in this section for at least two years after completion of the Services, expiry of this Agreement or termination of this Agreement, whichever applies.

Copyright & Intellectual Property

The Contractor irrevocably grants to the Regional District the unrestricted license for the Regional District to use and make copies of for the Regional District's purposes and activities any work whatsoever generated by or on behalf of the Contractor in performing the Services in which copyright may exist. Without limiting the foregoing, the Contractor irrevocably grants to the Regional District the unrestricted license for the Regional District to use for the Regional District's purposes and activities all technical information and intellectual property, including inventions, conceived or developed, or first actually reduced to practice, in performing the Services. For clarity, the licenses granted by this section shall survive the expiry or earlier termination of this Agreement.

Agreement for Services

This is an agreement for the performance of services and the Contractor is engaged under this Agreement as an independent Contractor for the sole purpose of providing the Services. This Agreement does not create a joint venture or partnership. Neither the Contractor nor any of its

employees or Contractors is engaged by the Regional District as an agent of the Regional District or has any authority to bind the Regional District in any way whatsoever.

Withholding Taxes

The Contractor will be pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Contractor and any of its employees. The Contractor agrees to indemnify and hold harmless the Regional District should the Regional District be required to pay any remittances described above.

Assignment

The Contractor shall not assign this Agreement or the benefit hereof without the prior written consent of the Regional District, at its sole discretion.

Time of the Essence

Time is of the essence of this Agreement.

Alternative Rights & Remedies

Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

Notice

Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement shall be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

☐ To the Regional District:

The Regional District of Okanagan-Similkameen

101 Martin St
Penticton, BC, V2A 5J9
Fax Number: (250) 492-0237

E-mail Address: info@rdos.bc.ca

Attention: Sean Vaisler

To the Contractor:

Name

Address

Address

Fax Number: (250)

E-mail Address:

Attention:

or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent. In this section, business day means a day other than a Saturday, Sunday or B.C. statutory holiday.

Interpretation & Governing Law

In this Agreement

- reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- the word "enactment" has the meaning given to it in the Interpretation Act (British Columbia) on the reference date of this Agreement;
- reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;
- reference to a month is a reference to a calendar month; and
- section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

This Agreement is governed by, and is to be interpreted according to, the laws of British Columbia.

Binding on Successors

This Agreement enures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

Entire Agreement

This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

Waiver

Waiver of any default by either party shall be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by this Agreement, the parties have executed this Agreement below, on the respective dates written below.

Regional District of Okanagan-Similkameen)

by its authorized signatories:)

)

)

)

_____))

Chairman:)

)

)

_____))

CAO:)

[If Contractor is an Individual]

Signed, Sealed and Delivered in the)
presence of:)

)

_____))

Witness:)

)

_____))

Address:)

)

_____))

Occupation:

Name:

[If Contractor is a Corporation]

by its authorized signatories:

Name:


Name:

PART E – CONTENTS

This Part E contains the following forms:

- Pricing Form
- Methodology and Approach Form
- Experience & Reference Form
- Schedule Form
- Addenda Acknowledgement Form
- Subcontractors Form
- Conflict of Interest Form
- Exceptions to Contract Form

PRICING FORM

	<p>Proposals must include this Pricing Form, with all pricing tables completed. No changes to this form shall be made, except for completing the requested pricing information in the spaces provided.</p> <p>In addition to completing this Pricing Form, Respondent should also provide a task fee schedule breakdown, as detailed under section 5 of this this form.</p> <p>The form should be completed with; a PDF writer program; or by print, hand completion and scan.</p> <p>Evaluation Factors:</p> <p>The pricing submitted under this form will be evaluated using the Scoring Method detailed in Part C of this RFP.</p>
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1. Pricing Basis:

Pricing entered into the tables of section 2 & 3 below, shall be on the following basis:

- a) All Prices are in Canadian funds, are inclusive of all applicable duties and taxes including the PST, but not the GST.
- b) The Total Contract Price is all-inclusive and includes for all labour, materials, supplies, travel, overheads and profit, insurance, mobilization/demobilization, and all other costs and fees necessary to deliver the Services outlined in Part A.
- c) Prices shall be firm for the entire Contract term.

2. Fixed Lump Sum Prices:

The following are Fixed Lump Sum Prices, and apply to the services identified as fixed lump sum work in Part B – the Services:

Scope of Work Item	Fixed Lump Sum Price
Design	\$
Construction	\$
TOTAL FIXED LUMP SUM CONTRACT PRICE:	\$
Optional Prices:	\$
Acrylic Coating(s)	\$
Lighting	\$
Other	\$

GST EXTRA

3. Unit Prices:

Unit Price Item	Cost/Price
Contractor A	_____ per hour
Contractor B	_____ per hour
Contractor C	_____ per hour
Mileage	_____ per km
Misc. Expenses & Disbursements	Cost plus _____ % markup


GST EXTRA

4. Payment Terms:

The Contractor shall invoice as follows:

- Fixed Lump Sum Prices. The Contractor shall provide one monthly invoice to the Regional District. The Regional District shall pay all undisputed portions of invoices within 30 calendar days of receipt of invoice.
- Unit Price work shall be invoiced at a monthly frequency for unit price work completed and expenses incurred during the prior month. The Regional District shall pay all undisputed portions of invoices within 30 calendar days of receipt of invoice.

METHODOLOGY AND APPROACH FORM


	<p>Proposals must include, in a format of your choice, the details requested in this Methodology & Approach Form.</p> <p>This section of your Proposal must be labelled as “Methodology & Approach Form” and must be included with your submission.</p> <p>Evaluation Factors:</p> <p>Factors to be considered during the evaluation in assessing suitability of methodology, approach and schedule will include:</p> <ul style="list-style-type: none">▪ Demonstration that the Respondent understands the work required and factors to be considered during the Services;▪ Suitability of the maintenance plan proposed.
---	--

1. Methodology & Approach:

Please provide, in a format of your choosing, the following details of the methodology and approach to be employed by your firm and Sub-Contractors (if applicable) to deliver the Services outlined in Part B:

- Detail your overall approach and methodology to deliver the Services
- Address the scope of work and related issues
- Demonstrate your understanding of the assignment
- Describe project management techniques to be used for successful project delivery
- Detail the schedule for performance of the Services, including the task / phases of the work and timelines to meet the required dates detailed in figure 1.
- Detail the number of visits to be made by team members to the Regional District and/or the Project Site.

EXPERIENCE & REFERENCES FORM

	<p>Proposals must include, in a format of your choice, the details requested in this Experience & References Form.</p> <p>This section of your Proposal must be labelled as “Experience & References Form” and must be included with your submission.</p> <p>Respondents should provide details on 3 projects completed in the last 5 years which are of a similar nature and scope to the Services required for this assignment.</p> <p>Respondents should note that the Regional District may request the Respondent to supply contact details for the client, and may contact the client to provide a reference on the experience listed (including amending scoring in the evaluation based on the client’s feedback).</p> <p>The Regional District may also, in its sole discretion, contact other owners, Contractors and stakeholders to gather additional information which may be used to further evaluate the Respondent.</p> <p>If Subcontractors are to be used in delivering the Service, then the details requested in this form should also be provided for each Subcontractor as an additional form.</p> <p>Also, please include resumes for each team member assigned to this project.</p> <p>Factors to be considered in assessing suitability of experience will include:</p> <ul style="list-style-type: none"> ▪ Suitability of experience with similar work and projects; ▪ Feedback from Client references, if the Regional District chooses to contact references ▪ Team strength ▪ The Regional District’s own experience.
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EXAMPLE

Project Experience #1

Client Company Name:	
Project Name:	
Reference Information	
Date Respondent Started Work on	
Date Respondent Finished Work on	
Brief Description of Project and Services Respondent Performed:	
Value of Respondent Contract on this Project (excluding GST):	

Project Experience #2

Client Company Name:	
Project Name:	
Reference Information	
Date Respondent Started Work on	
Date Respondent Finished Work on	
Brief Description of Project and Services Respondent Performed:	
Value of Respondent Contract on this Project (excluding GST):	

Project Experience #3

Client Company Name:	
Project Name:	
Reference Information	
Date Respondent Started Work on	
Date Respondent Finished Work on	
Brief Description of Project and Services Respondent Performed:	
Value of Respondent Contract on this Project (excluding GST):	

Team Information

Position/Role	Employee Name	Relevant Credentials	Years of relevant Experience	Resumes Required
Project Manager				Yes
Supervisory Personnel				Yes

SCHEDULE FORM



Proposals must include, in a format of your choice, the details requested in this Schedule Form.

This section of your Proposal must be labelled as “Schedule” and must be included with your submission. Please provide a pictorial description of the construction timeline which includes key mile-stone dates and other time sensitive events—such as a Gantt chart, critical path diagram or other depiction.

Factors to be considered in assessing suitability of experience will include:

- Suitability with the Regional District’s milestone dates and expectations.

ADDENDUM ACKNOWLEDGEMENT FORM (Must be included with Respondent's submission)


ADDENDA

We confirm that we have received and carefully reviewed all of the Request for Proposal Documents, including the Sample Contract and the following Addenda, if any:

Initials _____

Please initial the Addendum Acknowledgement Form

SUBCONTRACTOR FORM

	<p>Proposals must include, in a format of your choice, the details requested in this Experience & References Form.</p> <p>This section of your Proposal must be labelled as “Subcontractors” and must be included with your submission.</p> <p>Factors to be considered in assessing suitability of experience will include:</p> <ul style="list-style-type: none"> • Suitability of the work to be subcontracted • Subcontractor’s experience
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Task/Trade	Name of Subcontractor	Approximate Percentage of work to be subcontracted	Years of Experience

CONFLICT OF INTEREST FORM (Must be included with Respondent's submission)
What is a conflict of interest?

A conflict of interest is when you have a certain personal interest that may interfere with the interests you must have as someone connected to another person or entity, such as an employer or client. A conflict of interest can cause one party to question what another party's intentions are.

It can also call to question your ability to remain unbiased in your thoughts, ideas and decisions.

Conflict of Interest

The supplier represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the supply of goods and/or performance of services required hereunder. The Respondent further represents that no persons having any such interest shall be employed to perform those services.

Company Name: _____

Name and Title: _____

Signature: _____

RDOS evaluation committee members shall also sign a conflict-of-interest statement (CIS), below. If a member of the evaluation committee has acknowledged a conflict of interest with a particular Respondent or any Respondent associated with this RFP, they shall be recused from the evaluation process.

Conflict of Interest

The RDOS evaluator represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the evaluation and awarding of the goods and/or services required hereunder.

Name and Title of evaluator: _____

Signature: _____

EXCEPTIONS TO CONTRACT FORM



Proposals must include the details requested in this– Exceptions to Contract Form. No changes to this form must be made, except for completing the requested information in the spaces provided.

This section of your Proposal must be labelled as “– Exceptions to Contract Form” and must be included with your submission.

Evaluation Factors:

- **Ease for the Regional District in accepting any proposed exceptions to the terms and conditions.**

Statement on Exceptions to Contract:

Please circle or check either statement A or statement B below:

STATEMENT A:

We have read the Contract in Part C and confirm we have no exceptions to the terms and conditions detailed, should we be selected as the Contractor.

We further understand that by selecting Statement A, the Regional District will be relying on this statement in the RFP evaluation, and there will be no further opportunity to make changes to the terms and conditions in Part C should we be selected as the highest-ranked respondent.

STATEMENT B:

We have read the Contract in Part C and we have the following exceptions to the terms and conditions detailed, should we be selected as the Contractor:
(Please specify exceptions in space below):

(Please include with submission)

RESPONDENT INFORMATION

REQUEST FOR PROPOSAL:

DESIGN/BUILD OF AN OUTDOOR BASKETBALL COURT

CLOSING DATE: August 20th, 2024 @ 2:00 PM Local Time

The undersigned Respondent has carefully examined the Conditions, Specifications, and Drawings (if applicable) for the services requested and will provide the services as required and outlined by the Regional District.

This proposal is open for consideration for 60 days.

FIRM NAME: _____

ADDRESS: _____ CITY: _____

PROVINCE: _____

POSTAL CODE: _____ DATE: _____

PHONE NO. _____ FAX NO. _____

EMAIL: _____

SIGNATURE OF RESPONDENT: _____

PRINT NAME: _____

PART F – CONTENTS

This Part F contains the following:

- Tracking and reporting fuel use
- Proposed court locations

TRACKING AND REPORTING FUEL USE

The Regional District of Okanagan-Similkameen is a signatory to the BC Provincial Climate Action Charter, and is required to track and report fuel consumption data as part of the agreement. Under the Charter, the Regional District is working towards carbon neutrality in all of its corporate operations. The Regional District requires the Service Provider and their contractors performing work in relation to this Agreement to report the type and quantity of fuel used (with each invoice) to operate vehicles, equipment and machinery deployed in the delivery of Services.

Fuel Reporting Form

See suggested reporting format table below. Information can be provided in organization-specific format if required, as long as data outlined below is included.

CONTACT INFORMATION		
P.O.		Enter P.O. Number
Vendor Name		Common/legal Name
Date Range of Fuel Report (dd/mm/yyyy to dd/mm/yyyy)		Actual Date range or indicate period of fuel tracking (e.g. indicate quarter)
Name		
Title		
Phone		
Email		
CONTRACTED FUEL USAGE		
Fuel Type	Quantity (litres)	Leave non-applicable fields blank
Gasoline (litres)		
Diesel (litres)		
Bio-diesel (litres)		
Natural Gas (litres)		
Propane (litres)		
Prorated (by service hours)		Please note method of apportionment if volume data was not directly collected from each contract.

Common Questions and Best Practices for Vendors

WHY am I required to track my fuel use for contracts with the RDOS?

- The RDOS has signed the BC Climate Action Charter. This voluntary agreement commits local governments to become carbon neutral in their corporate operations beginning December 31, 2012.
- The definition of “corporate operations” includes emissions from certain contracted services. Since June 1, 2012, the RDOS has collected fuel data from vendors of these services for new and renewed contracts.

WHAT do I have to track and report?

- The only thing that is required from you as the vendor is a report of your vehicle and equipment fuel use for any work relating to your RDOS contract(s).
- The fuels that require reporting are:
 - Gasoline
 - Diesel
 - Bio-diesel
 - Propane
 - Natural Gas

*NOTE: Electric vehicles are considered to have zero emissions and are not included.

WHEN do I have to report my fuel use?

- You will be asked to report your fuel use on every invoice you submit to the RDOS. Please submit the enclosed reporting form or a similar form which includes the same information, with your monthly invoice.
-
- **HOW do I track my fuel?**
- Some options include:
- Record your daily fuel use and add the fuel use from these days together for the invoice period.
- Record your fuel use per week and apportion the right amount to your RDOS contract days.
- Divide your monthly fuel consumption by the number of days in the month, and multiply this number by the number of days in that month spent on RDOS contract(s).
- Use devices that automatically record fuel data directly from vehicles and equipment that can be downloaded to a database on your computer.
- Develop a database that can be updated easily with your fleet’s daily/weekly fuel data.

PROPOSED COURT LOCATIONS:

Location 1:



Location 2:



Location 3:

